

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter, on the Commission's own motion,)	
to consider revision of CONSUMERS ENERGY)	
COMPANY'S gas customer choice and end use)	Case No. U-17900
transportation programs and tariffs.)	
_____)	

At the November 7, 2016 meeting of the Michigan Public Service Commission in Lansing,
Michigan.

PRESENT: Hon. Sally A. Talberg, Chairman
Hon. Norman J. Saari, Commissioner
Hon. Rachael A. Eubanks, Commissioner

ORDER APPROVING SETTLEMENT AGREEMENT

In orders issued on June 3, 2015, in Case No. U-17334 and July 23, 2015, in Case Nos. U-17334 and U-17900, the Commission initiated this proceeding in order to consider the effects of Consumers Energy Company's (Consumers) gas customer choice (GCC) and end use transportation (EUT) programs on the costs of gas for gas cost recovery (GCR) customers during colder-than-normal weather.

A prehearing conference was conducted on November 17, 2015, before Administrative Law Judge Sharon L. Feldman. Intervention was granted to the Michigan Department of the Attorney General (Attorney General), the Residential Ratepayer Consortium (RRC), the Association of Businesses Advocating Tariff Equity (ABATE), the Retail Energy Supply Association (RESA),

Lakeshore Energy Services, LLC, d/b/a Continuum Energy (Continuum Energy), and EDF Energy Services, LLC (EDF).¹ The Commission Staff (Staff) also participated.

Pursuant to the July 23, 2015 order in Case No. U-17334, the parties to that proceeding filed testimony and exhibits addressing the Commission's concern regarding the GCC and EUT programs' effects on GCR costs on October 21, 2015. Pursuant to the schedule established at the prehearing conference, additional direct testimony and exhibits were filed on March 2, 2016, by ABATE and RESA. The Attorney General filed revised direct testimony on March 24, 2016, and RESA filed revised direct testimony on May 6, 2016. Rebuttal testimony was filed on May 19, 2016, by Consumers, the Staff, the Attorney General, and the RRC. The Staff filed revised rebuttal testimony on June 2, 2016.

On September 29, 2016, the parties (other than Continuum Energy and EDF) filed a settlement agreement, attached hereto as Exhibit A, resolving all issues in this proceeding. Continuum Energy filed a Statement of Non-Objection to the Settlement Agreement on September 29, 2016. EDF filed a Statement of Non-Objection to the Settlement Agreement on October 5, 2016.

The settlement agreement provides that Consumers should continue to implement a cold weather design factor as part of the calculation of the estimated annual customer load which is used in the determination of the base GCC daily delivery obligations (DDOs), which the company began implementing in April 2014. Consumers should continue to establish GCC supplier DDO requirements on a monthly basis; and the company's GCC program tariff should not be altered to provide for mid-month changes to the monthly DDO for each GCC supplier. The settlement agreement further provides that Consumers' GCC program tariff should be amended to provide for

¹ Midland Cogeneration Venture Limited Partnership filed a petition to intervene in this proceeding, but withdrew that petition at the November 17, 2015 prehearing conference.

the calculation of a single, aggregate monthly DDO for each GCC supplier, and to eliminate the A and B pools for each GCC supplier. The program Supply Equalization Charge should apply to all GCC supplier deliveries. The calculation of the Supply Equalization Charge set forth in Section F1.E should be modified accordingly.

The settlement agreement provides that the establishment of aggregate GCC DDOs eliminates the need for special consideration for electric peakers and greenhouses in the establishment of GCC suppliers' DDOs, because only one DDO will be calculated for each GCC supplier each month. The settlement agreement states that Section F1.G of Consumers' GCC program tariff should be modified accordingly. The settlement agreement further states that Section F1.G of Consumers' GCC program tariff should be modified to adopt the Staff's proposal to allow for a +/- 30% variance from the 1/365th of the estimated annual customer load to be served by the GCC supplier for the months of January, February, and March, as needed, to seek to minimize supplier annual imbalances. The agreed-upon changes to Consumers' implementation of the GCC program shall begin for January 2017 GCC deliveries and remittances.

The settlement agreement provides that Consumers shall not be required to charge GCC suppliers a capacity reservation charge at this time, and the Attorney General agrees to not propose a GCC capacity reservation charge in a proceeding involving Consumers until at least January 1, 2019.

Finally, while it will make no changes to EUT tariffs at this time, Consumers agrees to present an analysis of the benefits and costs associated with daily balancing of EUT customers' supplies and deliveries in the company's next general gas rate case filed after the conclusion of the currently pending rate case, Case No. U-18124.

The proposed GCC program tariff which reflects the terms of the settlement agreement is attached to the settlement agreement as Attachment A.

The Commission finds that the settlement agreement is reasonable and in the public interest, and should be approved.

THEREFORE, IT IS ORDERED that:

- A. The settlement agreement, attached hereto as Exhibit A, is approved.
- B. Consumers Energy Company shall file revised tariff sheets substantially in conformance with Attachment A to the settlement agreement within 15 days of the date of this order.

The Commission reserves jurisdiction and may issue further orders as necessary.

Any party desiring to appeal this order must do so by the filing of a claim of appeal in the Michigan Court of Appeals within 30 days of the issuance of this order, under MCL 462.26. To comply with the Michigan Court Rules' requirement to notify the Commission of an appeal, appellants shall send required notices to both the Commission's Executive Secretary and to the Commission's Legal Counsel. Electronic notifications should be sent to the Executive Secretary at mpscedockets@michigan.gov and to the Michigan Department of the Attorney General—Public Service Division at pungpl@michigan.gov. In lieu of electronic submissions, paper copies of such notifications may be sent to the Executive Secretary and the Attorney General—Public Service Division at 7109 W. Saginaw Hwy., Lansing, MI 48917.

MICHIGAN PUBLIC SERVICE COMMISSION

Sally A. Talberg, Chairman

Norman J. Saari, Commissioner

Rachael A. Eubanks, Commissioner

By its action of November 7, 2016.

Kavita Kale, Executive Secretary

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own)	
motion, to consider revision of CONSUMERS)	Case No. U-17900
ENERGY COMPANY'S gas customer choice and)	
end use transportation programs and tariffs.)	
_____)	

SETTLEMENT AGREEMENT

Pursuant to MCL 24.278 and Rule 431 of the Rules of Practice and Procedure before the Michigan Public Service Commission ("MPSC" or the "Commission"), the undersigned parties agree as follows:

1. In Orders issued June 3, 2015 and July 23, 2015, respectively, in Case No. U-17334, the MPSC initiated this proceeding for the purpose of consideration of the effects of Consumers Energy Company's ("Consumers Energy" or the "Company") Gas Customer Choice ("GCC") and End Use Transportation ("EUT") programs on the costs of gas for Gas Cost Recovery ("GCR") customers during colder-than-normal weather. Pursuant to the MPSC's direction, the parties to Case No. U-17334 were granted status as parties to this proceeding. In addition, a notice of hearing was issued and additional opportunity was provided to interested persons to petition to intervene in this proceeding. A prehearing conference was conducted on November 17, 2015 before Administrative Law Judge Sharon L. Feldman. The parties to this proceeding are Consumers Energy, the MPSC Staff, Attorney General Bill Schuette ("Attorney General"), the Residential Ratepayer Consortium ("RRC"), the Association of Businesses Advocating Tariff Equity ("ABATE"), the Retail Energy Supply Association ("RESA"),

Continuum Energy, Lakeshore Energy Services, LLC d/b/a Continuum Energy, and EDF Energy Services, LLC.¹

2. Pursuant to the Commission's direction provided in the July 23, 2015 Order initiating this proceeding, the parties to Case No. U-17334 filed testimony and exhibits addressing the Commission's concern regarding the GCC and EUT programs' effects on GCR costs on October 21, 2015. Pursuant to the schedule established at the prehearing conference, additional direct testimony and exhibits were filed on March 2, 2016 by ABATE and RESA. The Attorney General filed revised direct testimony on March 24, 2016, and RESA filed revised direct testimony on May 6, 2016. Rebuttal testimony was filed on May 19, 2016 by Consumers Energy, the MPSC Staff, the Attorney General, and the RRC. The MPSC Staff filed revised rebuttal testimony on June 2, 2016.

3. For purposes of settlement, the undersigned parties agree that this proceeding should be resolved as described in detail below.

4. The parties agree that Consumers Energy should continue to implement a cold weather design factor as part of the calculation of the estimated annual customer load which is used in the determination of the base GCC daily delivery obligations ("DDOs"), which the Company began implementing in April 2014. The cold weather design factor is based on the incremental sales requirements for a design cold November through March winter as a percent of total normal weather calendar sales, as filed in the Company's annual GCR Plan cases.

5. The parties agree that Consumers Energy should continue to establish GCC supplier DDO requirements on a monthly basis, and that the Company's GCC program tariff

¹ Consumers Energy, the MPSC Staff, the Attorney General, and the RRC were parties to the underlying Case No. U-17334. The remaining parties to this proceeding intervened in Case No. U-17900 pursuant to the opportunity provided by the Commission in the July 23, 2015 Order in Case No. U-17334. The Midland Cogeneration Venture Limited Partnership filed a petition to intervene in this proceeding, but withdrew that petition at the November 17, 2015 prehearing conference and is not a party.

should not be altered to provide for mid-month changes to the monthly DDO for each GCC supplier.

6. The parties agree that Consumers Energy's GCC program tariff should be amended to provide for the calculation of a single, aggregate monthly DDO for each GCC supplier, and to eliminate the A and B pools for each GCC supplier.

7. To correspond with the elimination of the A and B pools for each GCC supplier and the proposed single, aggregate monthly DDO for each GCC supplier, the parties agree that the GCC program Supply Equalization Charge should apply to all GCC supplier deliveries.

8. The parties agree that the GCC Supply Equalization Charge calculation set forth in Section F1.E of the GCC program tariff should be modified to provide that the calculation of the Supply Equalization Charge shall be based on Consumers Energy's weighted average monthly cost of gas purchased and produced for the month in which the Supply Equalization Charge is incurred.

9. The parties agree that the establishment of aggregate GCC DDOs eliminates the need for special consideration for electric peakers, greenhouses, etc., in the establishment of GCC suppliers' DDOs, because only one DDO will be calculated for each GCC supplier each month. The parties agree that Section F1.G of Consumers Energy's GCC program tariff should be modified accordingly. The parties' proposed changes to Section F1.G. include the removal of the italicized language that was added as a result of a Partial Settlement Agreement in a Consumers Energy gas rate case, Case No. U-16418. That italicized language (which is proposed to be removed) allows GCC suppliers to request variances in deliveries of +/-50% in up to five pools for each delivery month January through March. Because the GCC suppliers'

DDOs will be calculated in the aggregate and not by pool, the parties agree that there is no longer a need for the italicized language.

10. The parties agree to modify Section F1.G of Consumers Energy's GCC program tariff to adopt the MPSC Staff's proposal to allow for a +/- 30% variance from the 1/365th of the estimated annual customer load to be served by the GCC supplier for the months of January, February and March, as needed to seek to minimize supplier annual imbalances.

11. The parties agree that the agreed-upon changes to Consumers Energy's implementation of the GCC program shall begin for January 2017 GCC deliveries and remittances, if this Settlement Agreement is approved by the Commission before January 1, 2017.

12. The parties agree that Consumers Energy shall not be required to charge GCC suppliers a capacity reservation charge at this time. The Attorney General agrees to not propose a GCC capacity reservation charge in a proceeding involving Consumers Energy until at least January 1, 2019.

13. While it will make no changes to EUT tariffs at this time, Consumers Energy agrees to present an analysis of the benefits and costs associated with daily balancing of EUT customers' supplies and deliveries in the Company's next general gas rate case which is filed after the conclusion of currently pending Case No. U-18124.

14. A copy of the proposed GCC program tariff which reflects the terms of this Settlement Agreement is attached as Attachment A.

15. This Settlement Agreement is entered into for the sole and express purpose of reaching a compromise among the parties. All offers of settlement and discussions relating to this Settlement Agreement are, and shall be considered, privileged under MRE 408. If the

Commission approves this Settlement Agreement without modification, neither the parties to this Settlement Agreement nor the Commission shall make any reference to, or use, this Settlement Agreement or the order approving it, as a reason, authority, rationale, or example for taking any action or position or making any subsequent decision in any other case or proceeding; provided, however, such references may be made to enforce or implement the provisions of this Settlement Agreement and the order approving it.


16. This Settlement Agreement is based on the facts and circumstances of this case and is intended for the final disposition of MPSC Case No. U-17900. So long as the Commission approves this Settlement Agreement without any modification, the parties agree not to appeal, challenge, or otherwise contest the Commission order approving this Settlement Agreement. The parties agree and understand that this Settlement Agreement does not limit any party's right to take new and/or different positions on similar issues in other administrative proceedings, or appeals related thereto.

17. This Settlement Agreement is not severable. Each provision of the Settlement Agreement is dependent upon all other provisions of this Settlement Agreement. If the Commission rejects or modifies this Settlement Agreement or any provision of the Settlement Agreement, this Settlement Agreement shall be deemed to be withdrawn, shall not constitute any part of the record in this proceeding or be used for any other purpose, and shall be without prejudice to the pre-negotiation positions of the parties.

18. The parties agree that approval of this Settlement Agreement by the Commission would be reasonable and in the public interest.

WHEREFORE, the undersigned parties respectfully request the Michigan Public Service Commission to approve this Settlement Agreement on an expeditious basis and to make it effective in accordance with its terms by final order.


CONSUMERS ENERGY COMPANY

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COMMISSION STAFF**

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ASSOCIATION OF BUSINESSES ADVOCATING TARIFF EQUITY

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EDF ENERGY SERVICES, LLC

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Attachment A

(Continued From Sheet No. F-1.00)

F1. GENERAL PROVISIONS (Contd)

- D. The Company shall pay simple interest to each Supplier who makes a cash deposit for the time the deposit is held. The interest rate shall be the average monthly short-term borrowing rate available to the Company for each month, or months in which the deposit is held. Payment of the interest to the Supplier shall be made at least semi-annually. The deposit shall cease to draw interest on the date the deposit is returned, on the date service is terminated, on the date the deposit is applied against any unpaid charges, fees or liabilities or the date that notice that the deposit is no longer required is sent to the Supplier's last known address.
- E. ~~If a Supplier adds customers after April 1 of a Program year, the~~ monthly remittance to the Supplier ~~for gas supplied to those customers~~ will be adjusted by a Supply Equalization Charge. The Supply Equalization Charge shall be equal to the product of: (a) and (b) where (a) equals the Company's weighted average monthly cost of gas purchased and produced for the months ~~from the preceding April through the current billing month~~ the Supply Equalization Charge is incurred less the ~~Supplier specified customer billing~~ average actual price per Mcf, billed to the Supplier's customers in that billing month converted to price per MMBtu using the monthly system average Btu content, and (b) equals the increase for that month, if any, in the amount by which the cumulative Mcf quantity billed to ~~those~~ customers ~~subject to the Supply Equalization Charge~~ for the Program year, converted to MMBtu using the monthly system average Btu content, exceeds the cumulative Supplier deliveries ~~for those customers~~ for the Program year in MMBtu. The charge shall not be less than zero. For the month of April, gas returned to the Supplier in accordance with Section F1, M., that was not nominated for delivery in May, will be added to the Supplier's deliveries for purposes of this calculation. The Program year is the year beginning April 1 and ending the following March 31.
- F. A Supplier shall pay a monthly Administrative Fee of \$100.00 per Supplier-designated pricing category.
- G. The Company will provide each Supplier with a monthly schedule of quantities for delivery of gas into the Company system on behalf of the Supplier's customers. The initial schedule will indicate volumes that the Supplier is required to deliver each day on an aggregate basis for all accounts served by the Supplier, i.e., all Supplier-designated pricing categories will be combined. This schedule will be updated by the Company on a monthly basis. For most Gas Customer Choice customers, scheduled daily volumes will not normally vary for the delivery months of April – December by more than plus/minus 10% from 1/365th of the estimated annual customer load to be served by the Supplier. For the delivery months of January – March the Company will apply variances in deliveries up to plus/minus 30% from the 1/365th of the estimated annual customer load to be served by the Supplier as needed to keep Supplier annual imbalances as close to zero as practical. ~~The Company will consider variances in deliveries up to +/- 50% from 1/365th of the estimated annual customer load to be served by the Supplier for the delivery months of January – March, provided that the Supplier identifies the pools to be reviewed by the first business day of the month prior to the scheduled delivery. The Company will review no more than 5 (five) pools per Supplier per month, and any variance in delivery beyond +/- 10% will be at the Company's sole discretion. Scheduled daily volumes for Gas Customer Choice customers for electric peakers, greenhouses, grain dryers, asphalt plants and large new loads without historical load information may be determined by the Company on a different basis than set forth above.~~ The estimated annual customer load in all months will include a cold weather design factor based on the Company's filing in the current Gas Cost Recovery (GCR) plan case. The Supplier shall be responsible for obtaining sufficient pipeline capacity to meet its delivery obligations.
- H. Gas delivered into the Company's system shall comply with Rule E3, Gas Quality.
- I. Each Supplier shall notify the Company's Gas Transportation Services Department of the daily quantity of gas (in MMBtu) that the Supplier is nominating for delivery ~~on behalf of each Supplier-designated pricing category.~~ Such nominations shall be made in accordance with the Company's nomination requirements, Rule E2.2 C. - Nominations, Accounting and Control.
- J. A Supplier that falls short of the delivery schedule, described in Paragraph G, above, shall pay a per MMBtu "Failure Fee" for all shortages in the amount of \$6/MMBtu (\$10.00/MMBtu during periods of Company-declared supply emergency in accordance with Rule C3, Curtailment of Gas Service) plus the higher of (a) the cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures, or (b) the current highest spot price paid for gas delivered to ANR Pipeline Company, Trunkline Gas Company, Panhandle Eastern Pipe Line Company or at Chicago city gate for the corresponding date as published in Gas Daily, plus associated firm pipeline delivery costs.

A Supplier that falls short of the required delivery schedule obligation to the extent that the cumulative unpaid Failure Fees exceed any cash deposit or alternative assurance described in Paragraph D., above, shall have its Authorized Supplier status revoked. Subject to Rule C2, Controlled Service, the Supplier's customers shall become sales rate customers of the Company.

(Continued on Sheet No. F-3.00)

Issued XXXXX XX, 2016 by
Patti Poppe,
President and Chief Executive Officer,
Jackson, Michigan

Effective for bills rendered on and after
the XXXX Billing Month

Issued under authority of the
Michigan Public Service Commission
dated XXXXX XX, 2016
in Case No. U-17900

(Continued From Sheet No. F-2.00)

F1. GENERAL PROVISIONS (Contd)

- K. All customer billing and remittance processing functions for services provided under Rate CC will be performed by the Company. The Supplier will be charged a monthly fee of \$.30 per customer account. The Company will be responsible for credit and collection activities for the amounts billed directly to the customer by the Company. The Supplier must, at least three business days before the start of each billing month, furnish to the Company, in a format acceptable to the Company, the price per Mcf to be billed to each Supplier-designated pricing category on its behalf or the most recently supplied price will be used.
- L. The Company shall remit to the Supplier, approximately 21 days from the end of each calendar month, an amount for the cost of gas equal to the MMBtu quantities that the Supplier has delivered onto the Company's system, not in excess of the Suppliers' delivery obligation, multiplied by the lesser of the average actual price per Mcf converted to MMBtu, billed to the Supplier's customers that month or 110% of the cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures. The average actual price per Mcf billed to the Supplier's customers is the total amount billed to the Supplier's customers for that billing month divided by the total quantity, in Mcf, billed to the Supplier's customers for the same month. The amount to be remitted shall be reduced for any applicable Supply Equalization Charges, Administrative Fees, Billing Fees, Failure Fees, and/or amounts owed pursuant to the annual price reconciliation per Paragraph M.
- M. Except as set forth below, within 60 working days after (i) the end of the March billing cycle, or (ii) revocation of a Supplier's Authorized Supplier status, or (iii) withdrawal by a Supplier from participation in the Gas Customer Choice Program, the Company will reconcile the cost per MMBtu remitted to the Supplier per Paragraph L, before reductions for Administrative Fees, Billing Fees, Failure Fees, and Supply Equalization Charges, converted to cost per Mcf using monthly system-average Btu content, with the price per Mcf billed to customers over the course of the Program year on the Supplier's behalf. Any difference multiplied by the smaller of the Mcf delivered by the Supplier or the billed customer consumption for the year being reconciled, will be reflected in an adjustment on the next monthly remittance to the Supplier.
- In those instances where the MMBtu delivered by the Supplier converted to Mcf exceeds the billed customer consumption for the year being reconciled, then the following procedure will be used. In such instances, (i) within 60 working days after the end of the March billing cycle, or revocation of a Supplier's Authorized Supplier status, or withdrawal by a Supplier from participation in the Gas Customer Choice Program, the Company will reconcile the amount billed to customers on the Supplier's behalf with the Company's remittance to the Supplier for the gas delivered, and any difference will be reflected in an adjustment on the next monthly remittance to the Supplier, and (ii) gas delivered by the Supplier in excess of the actual customer consumption will be returned to the Supplier in kind unless the Company and the Supplier mutually agree on a price for the Company to purchase the excess gas.
- For gas volumes returned to the Supplier, the Supplier shall have until the end of the second full month from when the reconciliation statement is distributed to remove the volume from his storage pool. At the end of the second full month and any month thereafter, the Company, at its sole discretion, may: (i) assess a holdover fee of \$.25 per MMBtu per month for any gas volume remaining in storage or (ii) cash out the remaining gas in storage at the then current cost of gas billed to sales customers pursuant to the Company's Rule C7, Gas Cost Recovery Clause and Standard Refund Procedures.
- N. If the Commission or its Staff determines that a Supplier has not complied with the terms and conditions of the Program, the Commission or its Staff shall direct a utility or utilities to suspend the Supplier's Authorized status until the Commission or its Staff determines that necessary changes have been made to comply with the requirements. Failure to make the necessary changes or further noncompliance with the requirements of the terms and conditions of the Program may result in the Supplier's termination from the Program. If a Supplier is terminated subject to Rule C2, Controlled Service, its customers shall become sales rate customers of the Company.
- O. The Company will convert customer consumption from Mcf to MMBtu using monthly system-average Btu content.

- P. Where used in this rule, the term "month," unless otherwise indicated, means billing month when referring to customer consumption and calendar month when referring to deliveries by Suppliers.

Issued XXXXX XX, 2016 by
Patti Poppe,
President and Chief Executive Officer,
Jackson, Michigan

(Continued on Sheet No. F-3.10)

Effective for bills rendered on and after
the XXXX Billing Month

Issued under authority of the
Michigan Public Service Commission
dated XXXXX XX, 2016
in Case No. U-17900

(Continued From Sheet No. F-3.00)

F1. GENERAL PROVISIONS (Contd)

- Q. The annual reconciliation, load requirement, delivery schedules, Supply Equalization Charges, and delivery shortfall Failure Fees shall apply ~~separately to each Supplier designated pricing category and each of the two customer groups within that category, i.e. those enrolled as of April 1, and those enrolled after April 1 in each Program year. The annual reconciliation will be performed~~ on an aggregate basis for all accounts served by a Supplier, i.e., all Supplier- designated pricing categories ~~and customer groups within each category~~ will be combined ~~for the purposes of annual reconciliation.~~
- R. The Company may disclose, at such times as requested by the Commission or its staff, the gas rates charged to Rate CC customers.
- S. The Company shall have the authority to issue operational flow orders, or take other action which it deems necessary, to ensure system reliability, even if such action may be inconsistent with other provisions of these Program rules.
- T. The Company will act as Supplier of last resort under the Program.
- U. A Supplier must include the Company's required tariff language in all of its contracts.
- V. If a customer has a complaint against a Supplier, the customer should try to resolve it first with the Supplier. If the complaint is unresolved, the customer should involve the Commission by contacting the Commission Staff. Should the customer choose to involve the Company in a complaint, the Company shall forward the complaint information to the Commission Staff and the Supplier for resolution. The Company shall have no responsibility for resolving disputes between customers and Suppliers but shall provide information if requested by the customer or Commission Staff.
- W. The Transportation Standards of Conduct, Rules E9 and E10, shall apply to the GCC Program.

F2. CUSTOMER PROTECTIONS

These provisions shall be monitored and enforced solely by the Commission or its Staff.

- A. A Supplier must provide residential and small commercial customers with a 30-day unconditional right to cancel the contract without termination fees following the date the customer signs the contract. The first day of the 30-day period is the day after the contract is entered into by the customer. The exercise of this unconditional right by the customer may occur through a verbal or written communication with the Supplier. The Supplier shall promptly submit a de-enrollment file to the Company within three (3) business days after receiving notice that a customer has cancelled the contract in order to return to the Company sales rate. The Supplier shall not submit a de-enrollment file to the Company if the customer is transferring to another AGS. A customer who cancels within the specified period will be treated as not having exercised their customer choice option with respect to the enrollment which is cancelled. The Company is not required to de-enroll a customer until after it receives a de-enrollment file from the Supplier or a new enrollment file from a different Supplier.
- B. A customer has the right to terminate participation with a Supplier at any time after the unconditional cancellation period, through verbal or written communication with the Supplier. The customer may switch Suppliers or cancel their contract at anytime with a Supplier, however the customer shall be made aware of the existence and amount of any early termination fee by the Supplier. The Supplier shall execute a customer's request for cancellation without delay, irrespective of whether an early termination fee or other penalty is paid to the Supplier.

- C. A Supplier's sales representatives, agents, or employees must not represent itself in any manner as an employee, affiliate, subcontractor, or agent of the Company. A Supplier's sales representatives or agents must prominently display identification on the front of their outer clothing that identifies them as employees or agents working on behalf of a Supplier and includes the name of the Supplier and the name and identification number of the person representing the supplier. Suppliers must comply with all local ordinances before their sales representatives, agents, or employees begin door-to-door marketing. Door-to-door marketing and telephone marketing must be performed between 9:00 AM and 8:00 PM.

(Continued on Sheet No. F-4.00)

Issued XXXXX XX, 2016 by
Patti Poppe,
President and Chief Executive Officer,
Jackson, Michigan

Effective for bills rendered on and after
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Michigan Public Service Commission
dated XXXXX XX, 2016
in Case No. U-17900